

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

MAX RACK, INC.
393 South 3rd Street
Columbus, Ohio 43215

Plaintiff,

v.

HOIST FITNESS SYSTEMS, INC.
9990 Empire Street
Suite 130
San Diego, CA 92126

Defendant.

CIVIL ACTION NO. C2 05 784

**STIPULATION AND ORDER FOR
DISMISSAL OF ALL CLAIMS AND
COUNTERCLAIMS;**

[F.R.C.P., RULE 41(a)(1)(ii)]

JUDGE: HON. MICHAEL H WATSON

MAGISTRATE
JUDGE: HON. ELIZABETH PRESTON
DEAVERS

Plaintiffs Max Rack, Inc., by and its counsel, Jeffrey S. Standley and Michael Stonebrook and Defendant Hoist Fitness Systems, Inc. by and through its counsel John Haller and Jonathon Saxton (Plaintiffs and Defendants herein referred to as Stipulating Parties) stipulated, pursuant to FRCP, Rule 41(a)(1)(ii) to dismiss with prejudice all claims and counterclaims in the above-captioned action.

The Stipulating Parties advise the Court that the Parties have entered into a Mutual Settlement and Release of Claims Agreement, which is incorporated by this reference ("Settlement Agreement"), which agreement resolves all claims and counterclaims between those parties.

The Stipulating Parties further stipulate that by incorporating by this reference the terms of the Settlement Agreement among the Stipulating Parties, the obligations of the parties to

comply with the respective terms of the Settlement Agreement is, per above, made a part of the dismissal order. (*Hagestad v. Tragesser v. Oregon State Bar*, 49 F.3d 1430 (9th Cir. 1995); see also *Kokkonen v. Guardian Life Insurance Company of America*, 511 U.S. 375, 114 S.Ct. 1673; 128 L. Ed. 2d 391 (1994).)


The Stipulating Parties respectfully request that the Court retain continuing jurisdiction for a period of eighteen (18) months after entry of dismissal, for purposes of interpretation and enforcement of the Settlement Agreement, which Settlement Agreement is incorporated herein by this reference.

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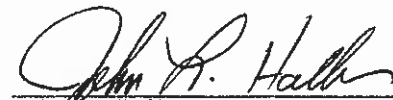
IT IS SO STIPULATED.

Dated this 27 day of July, 2011

STANDLEY LAW GROUP LLP


Jeffrey S. Standley (0047248)
F. Michael Speed, Jr. (0067541)
Michael Stonebrook (0075363)
Standley Law Group LLP
6300 Riverside Drive
Dublin, OH 43017-5319
614-792-5555
FAX: 614-792-5536

Dated this 26 day of July, 2011



John L. Haller, Esq.
(admitted *pro hac vice*, CA Bar No. 61,392)
jhaller@gordonrees.com
Susan B. Meyer, Esq.
(admitted *pro hac vice*, CA Bar No. 204931)
smeyer@gordonrees.com
GORDON & REES LLP
101 West Broadway, Suite 1600
San Diego, CA 92101
619-696-6700
619-696-7124 FAX

-and-

James J. Englert, Esq. (Ohio Bar No. 0051217)
jenglert@rendigs.com
Jonathan P. Saxton, Esq. (Ohio Bar No. 0042480)
jsaxton@rendigs.com
RENDIGS, FRY, KIELY & DENNIS LLP
One West Fourth Street
Suite 900
Cincinnati, OH 45202-3688
513-381-9200
FAX: 513-381-9206FAX

ORDER OF DISMISSAL

The foregoing stipulation of the parties for dismissal of the entire action including all claims and counterclaims, having been received by the Court and duly considered,

AND GOOD CAUSE APPEARING THEREFOR,

IT IS HEREBY ORDERED that the entire action is *dismissed* with prejudice including all claims and counterclaims;

IT IS FURTHER ORDERED that, at the request of the parties, the Court will retain continuing jurisdiction for a period of eighteen (18) months from the date of entry of dismissal for purposes of interpretation and enforcement of the Settlement Agreement.

IT IS SO ORDERED.

Dated: August 1, 2011



UNITED STATES DISTRICT COURT JUDGE